

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**QUALITY HEALTH SERVICES OF P.R., INC.  
D/B/A HOSPITAL SAN CRISTÓBAL**

**and**

**Cases 12-CA-127354**

**UNIDAD LABORAL DE ENFERMERAS(OS)  
Y EMPLEADOS DE LA SALUD**

**DECISION AND ORDER**

**Statement of the Case**

On September 4, 2015, Quality Health Services of P.R., Inc. d/b/a Hospital San Cristóbal (the Respondent), Unidad Laboral de Enfermeras(os) y Empleados de la Salud (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

**Findings of Fact**

**1. The Respondent's business**

Quality Health Services of P.R., Inc. d/b/a Hospital San Cristóbal (the Respondent) is a Puerto Rico corporation with its principal office and place of business in Coto Laurel, Puerto Rico, where it operates a hospital providing acute health care services (its Coto Laurel hospital).

The Respondent, in conducting its business operations at its Coto Laurel hospital during the past 12 months, derived gross revenues in excess of \$250,000.

The Respondent, in conducting its business operations at its Coto Laurel hospital during the past 12 months, purchased and received goods at its Coto Laurel hospital valued in excess of \$50,000 directly from points outside the Commonwealth of Puerto Rico.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The labor organization involved

Unidad Laboral de Enfermeras(os) y Empleados de la Salud (the Union) is now, and has been at all material times, a labor organization within the meaning of Section 2(5) of the Act.

**ORDER**

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, Quality Health Services of P.R., Inc. d/b/a Hospital San Cristóbal, Coto Laurel, Puerto Rico, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing or refusing to bargain collectively with Unidad Laboral de Enfermeras(os) y Empleados de la Salud (the Union) as the exclusive collective-bargaining representative of an appropriate bargaining unit of all registered nurses employed by Quality Health Services of P.R., Inc. d/b/a Hospital San Cristóbal (the Respondent); excluding all other employees of the Respondent, including Executives, Administrators, Supervisors, Administrative Employees, Managers and Guards as defined in the Act (the Unit), with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

(b) Failing or refusing to pay or delaying payment of excess accrued sick leave to its employees in the Unit or making other changes to the wages, hours or other terms and conditions of employment in the Unit, without first giving sufficient notice to the Union and affording the Union an opportunity to bargain with the Respondent with respect to the changes in terms and conditions of employment and the effects of the changes in terms and conditions of employment.

(c) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their right to self organization, to form labor organizations,

to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action.

(a) Compensate the unit employees named on the below chart for the adverse tax consequences of receiving lump-sum backpay awards on or about January 20, 2015 and February 11, 2015, by payment to each employee of the amount of excess tax liability owed as set forth on the below chart opposite the employees' names, and file a report with the Social Security Administration allocating the backpay awards on the below chart to the appropriate calendar quarters for each employee.<sup>1</sup>

Last Name	First Name	Total Backpay Paid	Total Interest Paid	Total Backpay plus Interest Paid	Excess Tax Liability Owed
Alvarado	Rene	\$2,132.52	\$57.34	\$2,189.86	\$14.64
Alvarez	Tania	\$1,664.36	\$43.43	\$1,707.79	\$17.40
Arroyo	Virgiminia	\$1,820.47	\$48.96	\$1,869.43	\$19.62
Borrero	Lorraine	\$1,137.34	\$30.59	\$1,167.93	\$7.80
Buffit	Franchesca	\$1,172.86	\$31.53	\$1,204.39	\$8.04
Colon	Yolando	\$1,815.63	\$48.81	\$1,864.44	\$12.46
Colon Cruz	Glorivee	\$470.89	\$12.67	\$483.56	\$5.08
Colon Rivera	Glorivee	\$1,699.21	\$45.69	\$1,744.90	\$18.30
Crespo	Sandra	\$1,536.23	\$41.32	\$1,577.55	\$16.56
Cruz	Gladys	\$1,407.42	\$37.84	\$1,445.26	\$15.16
de Jesus	Rosa	\$1,759.30	\$47.27	\$1,806.57	\$12.06
Feliciano	Glenda	\$1,939.33	\$52.16	\$1,991.49	\$20.90
Figueroa	Yarinette	\$278.94	\$7.49	\$286.43	\$1.92
Garcia	Caroline	\$1,474.85	\$39.66	\$1,514.51	\$6.46
Gaston	Lydia	\$1,935.60	\$52.04	\$1,987.64	\$20.86
Germain	Yaritzza	\$1,699.20	\$45.69	\$1,744.89	\$7.44
Gonzalez	Johanna	\$60.59	\$1.62	\$62.21	\$0.66
Gonzalez	Maribel	\$1,412.48	\$37.99	\$1,450.47	\$9.70
Guzman	Jeannette	\$492.80	\$13.24	\$506.04	\$5.32
Landrau	Yahaira M.	\$1,152.99	\$31.00	\$1,183.99	\$5.04
Lopez	Ana	\$1,759.30	\$47.31	\$1,806.61	\$18.96

<sup>1</sup> Except for the payment of excess tax liability, the Respondent has made whole the unit employees for its failure to pay them excess accrued sick leave wages on April 17, 2014, by payment to each of them of the amounts of backpay paid and interest paid opposite their respective names on the chart. These payments were made to the unit employees by the Respondent on November 21, 2014, December 19, 2014, January 20, 2015, and February 11, 2015. The Respondent has made appropriate tax withholdings from the backpay amounts only, and has paid the employer share of FICA taxes on the backpay amounts.

Martinez	Alicia	\$23.82	\$0.65	\$24.47	\$0.16
Martinez	Marangely	\$969.97	\$26.07	\$996.04	\$6.66
Martinez	Nerinell	\$1,412.48	\$37.99	\$1,450.47	\$9.70
Nunez	Jeannette	\$1,438.89	\$38.69	\$1,477.58	\$15.50
Ocasio	Maritza	\$1,935.60	\$52.04	\$1,987.64	\$13.28
Pagan	Marivelisse	\$1,848.20	\$40.34	\$1,888.54	\$10.30
Ramirez	Jazmin	\$1,485.57	\$39.94	\$1,525.51	\$10.20
Rios	Irma	\$1,810.11	\$48.89	\$1,859.00	\$12.48
Rivas	Modesta	\$1,497.63	\$40.27	\$1,537.90	\$16.14
Rivera	Evelyn	\$1,038.46	\$27.92	\$1,066.38	\$11.18
Rivera	Griselle	\$800.44	\$21.53	\$821.97	\$8.62
Rivera	Marlene	\$1,820.47	\$48.96	\$1,869.43	\$19.62
Rivera	Norma	\$58.63	\$1.58	\$60.21	\$0.64
Roche	Isaac	\$1,686.09	\$45.33	\$1,731.42	\$11.56
Rodriguez	Keyla	\$853.13	\$22.94	\$876.07	\$5.86
Rodriguez	Pierre	\$1,680.08	\$45.17	\$1,725.25	\$18.10
Rosado	Joseline	\$1,820.47	\$48.96	\$1,869.43	\$19.62
Santiago	Amarilis	\$1,412.48	\$37.99	\$1,450.47	\$9.70
Santiago	Marieline	\$1,848.23	\$49.70	\$1,897.93	\$12.68
Santiago	Millie	\$1,759.30	\$47.27	\$1,806.57	\$12.06
Santiago	Miriam	\$1,638.52	\$44.07	\$1,682.59	\$17.66
Santiago	Rebeca	\$1,800.13	\$48.40	\$1,848.53	\$12.36
Santiago	Sonia	\$1,279.47	\$34.40	\$1,313.87	\$8.78
Segarra	Jessica	\$800.44	\$21.53	\$821.97	\$3.50
Soto	Carmen	\$1,224.08	\$32.91	\$1,256.99	\$5.36
Tolentino	Yaritza	\$1,917.74	\$51.56	\$1,969.30	\$13.16
Torres	Alvin	\$1,810.11	\$48.89	\$1,859.00	\$12.48
Torres	Gladys	\$1,800.13	\$48.40	\$1,848.53	\$12.36
Torres	Jaqueline	\$628.85	\$16.91	\$645.76	\$6.78
Torres	Marcia	\$200.53	\$5.38	\$205.91	\$1.38
Torres	Mayra	\$1,673.41	\$45.00	\$1,718.41	\$18.02
Torres Baez	Maria	\$1,575.62	\$42.37	\$1,617.99	\$16.98
Velez	Roberto	\$1,489.98	\$40.06	\$1,530.04	\$10.22
Zayas	Zugeyl	\$1,820.47	\$48.96	\$1,869.43	\$19.62
				<b>\$77,706.56</b>	<b>\$627.10</b>

(b) Upon request, bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit, with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, and if an understanding is reached, reduce it to writing and sign it.

(c) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(d) Within 14 days of service by the Region, post at its Coto Laurel hospital copies of the below notice marked "Appendix" in both English and Spanish. Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. If, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current and former employees employed by the Respondent in the Unit at any time since April 17, 2014.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification by a responsible official of the Respondent attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., December 8, 2015.

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Philip A. Miscimarra,                      Member

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Kent Y. Hirozawa,                      Member

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Lauren McFerran,                      Member

(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

## **APPENDIX**

### **NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government**

#### **PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

#### **FEDERAL LAW GIVES YOU THE RIGHT TO:**

Form, join, or assist a union;  
Choose a representative to bargain with us on your behalf;  
Act together with other employees for your benefit and protection;  
Choose not to engage in any of these protected activities.

**WE WILL NOT** fail or refuse to bargain in good faith with Unidad Laboral de Enfermeras(os) y Empleados de la Salud (the Union) as the exclusive collective-bargaining representative of our employees in the below-described appropriate bargaining unit, concerning rates of pay, wages, hours of work, and other terms and conditions of employment:

All registered nurses employed by Quality Health Services of P.R., Inc. d/b/a Hospital San Cristóbal (the Employer); excluding all other employees of the Employer, including Executives, Administrators, Supervisors, Administrative Employees, Managers and Guards as defined in the Act.

**WE WILL NOT** fail or refuse to pay or delay the payment of excess accrued sick leave to bargaining unit employees or make other changes to the rates of pay, wages, hours or work, or other terms and conditions of employment, without first giving sufficient notice to the Union and affording the Union an opportunity to bargain with us with respect to the changes in terms and conditions of employment and the effects of the changes in terms and conditions of employment.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights guaranteed in Section 7 of the National Labor Relations Act.

**WE HAVE** made whole our employees in the above-described appropriate bargaining unit by payment to them of backpay for our failure to pay them for the excess sick leave they had accrued as of April 17, 2014, plus interest to the date of the backpay payments, in the amounts set forth in the Board's Order.

**WE WILL** compensate our unit employees for the adverse tax consequences of receiving lump-sum backpay awards, and **WE WILL** file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters for each employee.

**WE WILL** recognize, and on request, meet and bargain in good faith with the Union, as the exclusive collective-bargaining representative of our employees in the above-described bargaining unit concerning rates of pay, wages, hours of work, and other terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

**QUALITY HEALTH SERVICES OF P.R., INC.  
D/B/A HOSPITAL SAN CRISTÓBAL**

The Board's decision can be found at [www.nlr.gov/case/13-CA-117018](http://www.nlr.gov/case/13-CA-117018) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

